

1. PARTIES. Lease, dated this the 8th day of January, 1985, between THOMAS W. TARDY, JR., of 407 Oak Drive, Winona, Mississippi 38967, and hereinafter referred to as "Landlord," and BERTHA B. MILLER, of 419 Sterling Avenue, Winona, Mississippi 38967, hereinafter referred to as "Tenant".

2. DEMISED PREMISES. Landlord hereby leases to Tenant, and Tenant hereby hires from Landlord the following building and property located in the City of Winona, County of Montgomery, State of Mississippi:

Business Lot No. 72, according to the Plat of the Town of Winona, made by J. W. Mercer in 1894, and being situated at the corner of Front and Carrollton Streets,

Business Lot No. 71, according to the Plat of the Town of Winona, made by J. W. Mercer in 1894, fronting 40 feet on the West side of Front Street and running back West of uniform width for 120 feet to Vine Alley.

Together with all structures on said Lots.

3. TERM. The initial term of this lease will be for three (3) years. The lease will commence on January 1, 1985, and end on December 31, 1987.

4. RENT. The rent for said demised premises shall be Five Hundred and No/100 Dollars (\$500.00) per month, payable on the first business day of each month, beginning January 1, 1985. In addition to the aforesated rent, all costs, expenses and obligations of every kind, except for property taxes, building insurance, structural maintenance and other major building repairs, but including liability insurance and normal upkeep and maintenance relating to the leased property which may arise or become due during the

term of this lease, shall be paid by the Tenant, and the Landlord shall be indemnified by the Tenant against such costs, expenses and obligations, other than property taxes, building insurance, structural maintenance and other major building repairs. All rent shall be paid to the Landlord without notice or demand and without abatement, deduction or setoff.

5. ASSIGNMENT. Tenant shall not assign or in any manner transfer this lease or any estate or interest therein, or sub-let the demises premises or any part thereof, or grant any license, concession or other right of occupancy or any portion of the demised premises without the prior written consent of the Landlord. Consent by Landlord to one or more assignments or sub-letting shall not operate as a waiver of the Landlord's rights as to any subsequent assignments and sub-lettings.

6. OPTIONS TO RENEW. Tenant has the option to renew this lease at the expiration of the initial term, for an additional period of three (3) years, at the rent of \$600.00 per month (payable on the first business day of each month), plus those other costs, expenses and obligations set forth in the second sentence of paragraph 4 above. Tenant may exercise such option by written notice to the Landlord given not later than three (3) months prior to the expiration of the initial term of this lease. If said option to renew is exercised, Tenant has the additional option to renew this lease at the expiration of the initial option period for an additional term of four (4) years, at the rent of \$700.00 per month (payable on the first business day of each month), plus those other costs, expenses and obligations set forth

in the second sentence of paragraph 4 above. Tenant may exercise such additional option by written notice to the Landlord given no later than three (3) months prior to the expiration of the initial option period.

7. LIABILITY FOR PERSONAL INJURY AND PROPERTY DAMAGE.

(A) Landlord's Liability. Landlord will not be liable for: (1) Any damage to Tenant's property, by theft, casualty, or otherwise; or (2) Any personal injury or other property damage.

(B) Indemnification of Landlord. Tenant will not do anything on the demised premises that may subject Landlord to any liability for damage to personal property or by reason of any violation of law. Tenant will indemnify and hold Landlord harmless from any liability, and any other expense, due to: (1) Any breach of the covenant contained in this lease to be performed by Tenant; (2) Any other personal injury or property

8. CONDEMNATION. If the whole of the demised premises is taken by any public authority by eminent domain, then this lease shall terminate as of the date of such taking. All rent and additional rent payable under this lease is to be paid up to the date of such taking, and Landlord will promptly refund a proportionate share of any rent or additional rent paid by the Tenant in advance.

9. SURRENDER OF DEMISED PREMISES. At the expiration or termination of this lease, or any renewal term, Tenant will quit and surrender the demised premises broom clean, and in good condition, except for reasonable wear and tear and will remove all of its property from the demised premises.

10. NOTICES. Any notice, demand, or communication to either party must be given by first class mail, postage prepaid, and addressed as follows:

If to Landlord:

Thomas W. Tardy, Jr.,
407 Oak Drive,
Winona, Mississippi 38967

If to Tenant:

Bertha B. Miller
419 Sterling Avenue
Winona, Mississippi, 38967;

or to such address as Landlord or Tenant may designate by written notice to the other party.

11. RULES AND REGULATIONS. Landlord may adopt reasonable rules and regulations concerning and governing the demised premises, and the Tenant agrees to comply with such rules and regulations.

12. SUCCESSORS AND ASSIGNS. This lease shall be for the benefit of and binding on the parties to this lease, and their successors and, except as otherwise provided in this lease, assigns.

13. ENTIRE AGREEMENT. This agreement is the entire agreement between the Landlord and Tenant, and no earlier statement or written agreement have any force or effect. Tenant and Landlord agree that they are not relying on any representation or agreement except those contained in this lease.

14. AMENDMENTS. This lease may not be amended, modified in any respect, or cancelled, except by written agreement between the parties.

15. PARTIAL INVALIDITY. If any provision of this lease proves invalid or unenforceable, the remainder of this lease will not be affected, but will remain valid and enforceable to the fullest extent permitted by law.

Thomas W. Tardy, Jr.
LANDLORD

Betha B. Miller
TENANT

STATE OF MISSISSIPPI

COUNTY OF Montgomery

This day personally appeared before me, the undersigned authority in and for the state and county aforesaid, the within named THOMAS W. TARDY, JR., to me personally known, who acknowledged that he signed and delivered the above and foregoing Lease Agreement on the day and year therein mentioned, and for the purposes therein stated, as his voluntary act and deed.

GIVEN under my hand and official seal, this the 8th day of January, 1985.



Betty L. Gibson
NOTARY PUBLIC

My Commission Expires:

My Commission Expires Mar. 28, 1988

STATE OF MISSISSIPPI

COUNTY OF Montgomery

This day personally appeared before me, the undersigned authority in and for the state and county aforesaid, the within named BERTHA B. MILLER, to me personally known, who acknowledged that she signed and delivered the above and foregoing Lease Agreement on the day and year therein mentioned, and for the purposes therein stated, as her voluntary act and deed.

GIVEN under my hand and official seal, this the 8th day of January, 1985.



Mary S. F. Jones
NOTARY PUBLIC

My Commission Expires:

My Commission Expires Mar. 26, 1988

COUNTY OF MONTGOMERY

I, George Weaver, Clerk of the Chancery Court in and for said County and State aforesaid, hereby certify that the wit in and foregoing instrument together with the certificate of acknowledgement or proof therein, was filed for record in my office on this the 16th day of January A. D., 19 85 at 11:15 o'clock A. M. and recorded January 16 19 85 in Chancery Land Record Book A-71, Page 477-484.

Given Under My Hand and Seal of Office this 16 day of January 1985

George Weaver
Clerk of the Chancery Court

By Sherry Thompson, D. C.